

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\* \* \*

UNITED STATES OF AMERICA FOR THE  
USE AND BENEFIT OF WELLS  
CARGO, INC.,

Plaintiff(s),

v.

ALPHA ENERGY AND ELECTRIC,  
INC., et al.,

Defendant(s).

Case No. 2:18-CV-1182 JCM (EJY)

ORDER

Presently before the court is defendant Alpha Energy and Electric, Inc.'s ("Alpha") motion for attorneys' fees. (ECF No. 266). Northcon, Inc. ("Northcon") and Southwestern Construction Inc. ("Southwestern") each filed a response (ECF Nos. 271; 279), to which Alpha replied (ECF No. 282).

Also before the court is defendant American Contractors Indemnity Company's ("ACIC") motion for attorneys' fees. (ECF No. 268). Northcon and Southwestern each filed a response (ECF Nos. 271; 279), to which ACIC replied (ECF No. 281).

Also before the court is Northcon's motion for reconsideration of this court's findings of fact and conclusions of law (ECF No. 267). Alpha and ACIC each filed a response (ECF Nos. 273; 274), to which Northcon replied (ECF Nos. 280).<sup>1</sup>

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<sup>1</sup> During the pendency of this motion to reconsider, this court entered its judgment pursuant to the post-trial findings of fact and conclusions of law. (ECF No. 269). Subsequently, to preserve its arguments Northcon filed a "renewed" motion to reconsider the judgment (ECF No. 283) that incorporated its previous filings. Alpha and ACIC each filed responses (ECF Nos. 284; 285), to which Northcon replied (ECF No. 286).

1 Also before the court is Southwestern's objection to the form of judgment. (ECF No.  
2 270). ACIC filed a response (ECF No. 276), which Alpha joined. (ECF No. 277).  
3 Southwestern did not file a reply.

4 **I. Background**

5 Because the court has extensively detailed the facts of this matter in its findings of fact  
6 and conclusions of law, it highlights here only the facts and procedural history relevant to the  
7 instant motions. The court held a two-day bench trial in this matter beginning on October 31,  
8 2022. The underlying dispute arose out of a construction contract for a campground on Nellis  
9 Air Force Base (the "Famcamp project"). (See ECF No. 264). In August 2016, Alpha and  
10 Northcon executed a "Teaming Agreement" to bid on the Famcamp project, and the government  
11 awarded the contract to Alpha that same month. (*Id.*) In April 2017, Northcon set forth a  
12 proposed subcontracting agreement for the Famcamp project which neither it nor Alpha signed,  
13 but the parties agree served as the operative agreement between them. (*Id.*)

14 As the work on the project progressed, disputes arose over Northcon performing  
15 unauthorized work beyond the scope of its contract. (*Id.*) Near the end of 2017, Alpha  
16 discontinued payment to Northcon. (*Id.*) Southwestern, another subcontractor, experienced the  
17 same conduct and alleges that it was directed to perform additional work and was not paid. (*Id.*)

18 Wells Cargo, a sub-sub-contractor hired by Southwestern, commenced this suit claiming  
19 it was never paid by Southwestern, who itself was never paid by Alpha. (See ECF No. 1).  
20 Northcon, Southwestern, Alpha, and ACIC all brought compulsory counterclaims. (See ECF  
21 Nos. 6, 15, 27). At trial, Northcon acting as the sole remaining plaintiff, asserted both its  
22 counterclaims and Southwestern's claims by assignment against Alpha and ACIC.

23 Following a two-day bench trial beginning on October 31, 2022, this court entered its  
24 judgment on November 18, 2022, and ruled in favor of Alpha and ACIC on all remaining claims.  
25 (ECF No. 269). In its judgment, the court held that "Alpha and ACIC are the prevailing parties  
26 in this case and should be awarded their attorneys' fees/expenses in an amount to be determined  
27 upon motions as directed in the Court's Order." (*Id.*)

28

Northcon now moves for this court to reconsider both its findings of facts and conclusions of law and the judgment entered into on November 21, 2022 (ECF Nos. 267; 283), Southwestern objects to the form of the judgment (ECF No. 270), and Alpha and ACIC both move for attorneys' fees. (ECF Nos. 266; 268).

## II. Legal Standards

### A. Motion for Reconsideration

Rule 59(e) "permits a district court to reconsider and amend a previous order[;]" however, "the rule offers an extraordinary remedy, to be used sparingly in the interests of finality and conservation of judicial resources." *Carroll v. Nakatani*, 342 F.3d 934, 945 (9th Cir. 2003) (internal quotations omitted). A motion for reconsideration "should not be granted, absent highly unusual circumstances." *Kona Enters., Inc. v. Estate of Bishop*, 229 F.3d 877, 890 (9th Cir. 2000).

On one hand, a motion for reconsideration "may not be used to raise arguments or present evidence for the first time when they could reasonably have been raised earlier in the litigation." *Kona Enters., Inc.*, 229 F.3d at 890. On the other hand, "[a] movant must not repeat arguments already presented unless (and only to the extent) necessary to explain controlling, intervening law or to argue new facts. A movant who repeats arguments will be subject to appropriate sanctions." LR 59-1(b).

Thus, the Ninth Circuit has provided that "[r]econsideration is appropriate if the district court (1) is presented with newly discovered evidence, (2) committed clear error or the initial decision was manifestly unjust, or (3) if there is an intervening change in controlling law." *School Dist. No. 1J v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir. 1993); Fed. R. Civ. P. 60(b). "A motion to alter or amend a judgment must be filed no later than 28 days after the entry of the judgment." Fed. R. Civ. P. 59(e).

### B. Motion for Attorneys' Fees

Under the "American rule," litigants generally must pay their own attorneys' fees in absence of a rule, statute, or contract authorizing such an award. *See Alyeska Pipeline Co. v. Wilderness Soc'y*, 421 U.S. 240, 247 (1975); *MRO Commc'ns, Inc. v. Am. Tel. & Tel. Co.*, 197

1 F.3d 1276, 1280–81 (9th Cir. 1999). Nonetheless, the decision to award attorneys’ fees is left to  
 2 the sound discretion of the district court. *Flamingo Realty, Inc. v. Midwest Dev., Inc.*, 879 P.2d  
 3 69, 73 (Nev. 1994).

4 “In an action involving state law claims, we apply the law of the forum state to determine  
 5 whether a party is entitled to attorneys’ fees, unless it conflicts with a valid federal statute or  
 6 procedural rule.” *MRO Commc’ns, Inc.*, 197 F.3d at 1282; *see also Alyeska Pipeline Serv. Co.*,  
 7 421 U.S. at 259 n.31. Under Nevada law, attorneys’ fees are available only when “authorized by  
 8 rule, statute, or contract.” *Flaming Realty, Inc.*, 879 P.2d at 73; Nev. REV. Stat. § 18.010.

9 Although state law governs whether a party is entitled to attorneys’ fees, federal law  
 10 dictates the procedure for requesting attorneys’ fees. *Carnes v. Zamani*, 488 F.3d 1057, 1059  
 11 (9th Cir. 2007); *see also MRO Commc’ns, Inc.*, 197 F.3d at 1280–81 (explaining that Rule  
 12 54(d)(2) creates a procedure to request attorneys’ fees, not a right to recover attorneys’ fees).  
 13 Federal Rule of Civil Procedure 54(d) governs requests for attorney's fees and nontaxable costs.

### 14 **III. Discussion**

15 The court has sufficient information to decide the instant motion based on the filings and  
 16 thus denies all parties’ requests for oral argument. LR 78-1.

#### 17 a. Objection to Form of Judgment

18 Southwestern objects to the proposed judgment filed by Alpha. (ECF No. 270). It  
 19 contends that (1) Alpha did not serve the proposed judgment on Southwestern for its approval as  
 20 to form, required by Local Rule 7-2(f), and (2) the proposed judgment’s prevailing party analysis  
 21 does not take into account Southwestern’s success on its motion in limine to exclude Alpha’s  
 22 damages, nor the order granting Southwestern’s summary judgment against Alpha’s claims.  
 23 (*Id.*)

#### 24 *1. Local Rule 7-2(f)*

25 Southwestern fails to point to any authority that requires ACIC and Alpha to serve the  
 26 proposed judgment on it. Further, ACIC correctly points out that LR 7-2(f) specifically refers to  
 27 proposed orders on *motions*. (ECF No. 276 at 2). This court simply ordered Alpha to *prepare*  
 28 and *file* the proposed judgment. (ECF No. 264 at 19). Even if Alpha were required to serve the

1 proposed judgment on the opposing parties, Southwestern is no longer a party to the litigation; its  
 2 claims were assigned to Northcon. Therefore, Southwestern has failed to properly raise a valid  
 3 objection as to the form of the judgment.

#### 4 *2. Prevailing Party Analysis*

5 Southwestern further objects to the judgment's prevailing party analysis. (ECF No. 270).  
 6 Rather than addressing whether the judgment accurately reflects the findings of this court,  
 7 Southwestern merely objects to the substance of the judgment. *Id.* Southwestern attempts to  
 8 disguise an objection to the substance of the judgment (which would be better suited as a motion  
 9 to reconsider, as Northcon properly moved for) as an objection to the form of the judgment.  
 10 Southwestern's one-sentence objection on this ground provides no authority to support its  
 11 position. Therefore, Southwestern has failed to raise a valid objection as to the form of the  
 12 judgment, and the court DENIES its claim.

#### 13 b. Motions for Reconsideration

14 Northcon moves for this court to reconsider: (1) this court's finding that Alpha and ACIC  
 15 are entitled to attorneys' fees and costs (ECF No. 267), and (2) this court's judgment holding the  
 16 same (ECF No. 269). *See* (ECF No. 283). For the reasons set forth below, Northcon's motions  
 17 for reconsideration are GRANTED as they relate to ACIC and DENIED as they relate to Alpha.

18 Northcon contends that Alpha and ACIC are not prevailing parties because no party in  
 19 this suit received the full benefit of its asserted claims. (ECF No. 267 at 2). Northcon further  
 20 posits that ACIC is not entitled to attorneys' fees because it is not a party to the subcontracts  
 21 allocating attorneys' fees, and the Miller Act does not provide for attorneys' fees to a prevailing  
 22 surety as a matter of law. (*Id.* at 10). Alpha contends that it and ACIC "succeeded in achieving  
 23 a judicially sanctioned, material alteration of their legal relationship with Northcon." (ECF No.  
 24 273 at 5). ACIC argues that the only determinative factor is whether it succeeded on any  
 25 significant issue, which it avers that it did. (ECF No. 274 at 7). The court will address each  
 26 party in turn.

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1           *I. Alpha*

2           Northcon argues that because Alpha was not a prevailing party, it is not entitled to an  
3           award of attorneys' fees. (ECF No. 267 at 2). Northcon has not met its burden to show that the  
4           court's findings of facts and conclusions of law should be reconsidered. *See ACandS, Inc.*, 5  
5           F.3d at 1263; Fed. R. Civ. P. 60(b). Northcon presents no new evidence, nor has there been an  
6           intervening change in controlling law. Thus, there must have been clear error or some manifest  
7           injustice in the original decision. *See ACandS, Inc.*, 5 F.3d at 1263; Fed. R. Civ. P. 60(b). The  
8           court finds none.

9           This court held in both its findings of fact and conclusions of law and its judgment that  
10          Alpha and ACIC are prevailing parties. *See* (ECF Nos. 264; 269). Under Nev. Rev. Stat.  
11          18.010, a prevailing party, for purposes of attorneys' fees, is one that "succeeds on any  
12          significant issue in litigation which achieves some of the benefit it sought in bringing suit."  
13          *Valley Elec. Ass'n v. Overfield*, 106 P.3d 1198, 1200 (Nev. 2005) (citation omitted). The Nevada  
14          Supreme Court has also held that the term prevailing party should be broadly construed to  
15          include plaintiffs, counterclaimants, and defendants. *Id.*

16          Here, Alpha and ACIC succeeded on a significant issue in litigation against the  
17          counterclaimant Northcon. The only issues remaining at trial were Northcon's compulsory  
18          counterclaims and the claims assigned to it by Southwestern. (ECF No. 237). Alpha and ACIC  
19          were merely defending against those claims, but as Nevada law states, defendants can be  
20          considered a prevailing party. *See Valley Elec. Ass'n*, 106 P.3d at 1200. The court agrees with  
21          Alpha that it and ACIC not only substantially defeated Northcon's claims, but they "completely  
22          and thoroughly defeated those claims." (ECF No. 273 at 6).

23          Thus, because Northcon has failed to meet its burden to show that this determination  
24          should be reconsidered, its motions are DENIED as they pertain to Alpha.

25                 *2. ACIC*

26          Northcon also argues that ACIC is not a prevailing party. Further, Northcon argues that  
27          even if ACIC is a prevailing party, it is not a party to the subcontracts between Alpha and  
28          Northcon allowing attorneys' fees, and the Miller Act does not provide for attorneys' fees to a

1 prevailing surety as a matter of law. (ECF No. 267 at 10). The court has already determined that  
 2 both Alpha and ACIC are prevailing parties, so it need not address that argument again.

3 As to Northcon's second argument, the court finds that it has committed a clear error and  
 4 therefore will reconsider its award of attorneys' fees to ACIC. *See ACandS, Inc.*, 5 F.3d at 1263;  
 5 Fed. R. Civ. P. 60(b). Northcon correctly points out that the Miller Act does not provide for  
 6 attorneys' fees as a matter of law. *See F. D. Rich Co., Inc. v. U.S. ex rel. Industrial Lumber Co.,*  
 7 *Inc.*, 417 U.S. 116, 126 (1974); 40 U.S.C. §§ 3131, 3133. Further, ACIC does not point to any  
 8 other rule, statute, or contract that make an award of attorneys' fees available. *See Flaming*  
 9 *Realty, Inc.*, 879 P.2d at 73; Nev. Rev. Stat. § 18.010.

10 Upon reconsideration, ACIC's argument that the subcontract awards it attorneys' fees is  
 11 unavailing. ACIC argues that nothing in the Northcon subcontract prevents it from recovering  
 12 attorneys' fees and costs. (ECF No. 274 at 7). But whether the subcontract *prevents* attorneys'  
 13 fees is not relevant; it must affirmatively provide that ACIC may recover them.

14 ACIC essentially argues that it should be considered a "party" under the contract between  
 15 Northcon and Alpha. (*Id.*) Previously, the court conflated Alpha and ACIC as parties to this  
 16 contract. Upon review, that was clear error.

17 The contract identifies two parties: Alpha as the prime contractor and Northcon as the  
 18 subcontractor. (Tr. Ex. 20 at 1). It does not identify ACIC as a party. While the law allows a  
 19 surety to recover attorneys' fees when a subcontract specifically allows for it, *see, e.g., U.S. v.*  
 20 *Turner Construction Co.*, 676 Fed. App'x 941, 943 (11th Cir. 2017), nothing in this subcontract  
 21 even contemplates ACIC as a party, much less provides it an avenue to recover costs and fees.  
 22 The relevant subsection allocating attorneys' fees refers specifically to "the parties," which the  
 23 contract defines in the recitals as Northcon and Alpha. (Tr. Ex. 20 at 1, 12).

24 The court erred in finding that ACIC was entitled to fees under a subcontract it was not a  
 25 party to, and it now reconsiders its decision on that ground. ACIC is unable to identify any  
 26 alternative that would allow for an award of attorneys' fees. Thus, the motions to reconsider are  
 27 GRANTED insofar as they pertain to ACIC's entitlement to attorneys' fees.

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1           c. Motion for Attorneys' Fees

2           Alpha and ACIC move this court for attorneys' fees and costs. (ECF Nos. 266; 268).  
 3           Both Northcon and Southwestern oppose the motions. (ECF Nos. 271; 278; 279). Because the  
 4           court granted Northcon's motion for reconsideration as it relates to attorneys' fees for ACIC, the  
 5           court will address only Alpha's motion. Further, because Southwestern's claims have been  
 6           assigned to Northcon (ECF No. 237), any attorneys' fees related to its claims would be borne by  
 7           the assignee, Northcon. Thus, Southwestern's response was unnecessary.

8           Under Nevada law, attorneys' fees are available only when "authorized by rule, statute,  
 9           or contract." *Flaming Realty, Inc.*, 879 P.2d at 73; Nev. Rev. Stat. § 18.010. In its findings of  
 10          fact and conclusions of law, this court held that, "Alpha's subcontracts with Northcon and  
 11          Southwestern allow a prevailing party to recover reasonable attorneys' fees. (See Tr. Ex. 20 at  
 12          12, § 28.7; Tr. Ex. 17 at 5, § 13)." (ECF 264 at 19). Here, attorneys' fees are available by way  
 13          of contract.

14          Northcon opposes Alpha's motion for attorneys' fees. (ECF No. 271). Northcon argues  
 15          that the amount Alpha moves to recover is unreasonable, unsubstantiated, and properly reduced  
 16          entirely or substantially. (*Id.*) Specifically, it contends that any award should be limited to fees  
 17          and costs accrued in defending Northcon and Southwestern's claims, as opposed to other issues  
 18          that comprised this procedurally complex case. (*Id.*)

19          Federal law dictates the procedure for requesting attorneys' fees. *Zamani*, 488 F.3d at  
 20          1059; *see also MRO Commc'ns, Inc.*, 197 F.3d at 1280–81 (explaining that Rule 54(d)(2) creates  
 21          a procedure to request attorneys' fees, not a right to recover attorneys' fees). "When calculating  
 22          the amount of attorney fees to be awarded in litigation, the district court applies the lodestar  
 23          method, multiplying the number of hours expended by a reasonable hourly rate." *Ryan v.*  
 24          *Editions Ltd. W., Inc.*, 786 F.3d 754, 763 (9th Cir. 2015) (citing *Hensley v. Eckerhart*, 461 U.S.  
 25          424, 433 (1983)). The reasonableness of the requested fee is then determined with reference to  
 26          the twelve *Kerr* factors:

27                   (1) the time and labor required, (2) the novelty and difficulty of the  
 28                   questions involved, (3) the skill requisite to perform the legal  
                     service properly, (4) the preclusion of other employment by the  
                     attorney due to acceptance of the case, (5) the customary fee, (6)



whether the fee is fixed or contingent, (7) time limitations imposed by the client or the circumstances, (8) the amount involved and the results obtained, (9) the experience, reputation, and ability of the attorneys, (10) the ‘undesirability’ of the case, (11) the nature and length of the professional relationship with the client, and (12) awards in similar cases.

*Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67, 70 (9th Cir. 1975). A district court may reduce the amount of requested fees to reflect a party’s limited degree of success, to account for block billing, or to deduct hours deemed excessive as long as it provides an adequate explanation for its fee calculation. *Ryan*, 786 F.3d at 763.

The controlling test for determining a reasonable hourly rate requires the rate to be “in line with those prevailing in the community for similar services by lawyers of reasonably comparable skill, experience and reputation.” *Blum v. Stenson*, 465 U.S. 886, 896 n.11 (1984); *Welch v. Metro. Life Ins. Co.*, 480 F.3d 942, 946 (9th Cir. 2007). As a general rule, the court considers the reasonable hourly rate in the relevant community, which is the forum in which the case is pending. *Camacho v. Bridgeport Fin., Inc.*, 523 F.3d 973, 979 (9th Cir. 2008). The court may consider rates outside the forum “if local counsel was unavailable, either because they are unwilling or unable to perform because they lack the degree of experience, expertise, or specialization required to handle properly the case.” *Id.* (quoting *Barjon v. Dalton*, 132 F.3d 496, 500 (9th Cir. 1997)).

Here, the relevant community is Las Vegas, Nevada. For the Las Vegas market, this court has regularly awarded fees where the hourly rates at issue were between \$250 and \$400. *See, e.g., Snow v. McDaniel*, No. 3:08-cv-00046-RCJ-VPC, 2014 WL 590489, at \*1 (D. Nev. Feb. 14, 2014) (finding a \$250 hourly rate reasonably within the context of a § 1988 inquiry); *Gibbs v. Rivers Transp. Group, Inc.*, No. 2:13-cv-00935-JAD-NJK, 2014 WL 204928, at \*3 (D. Nev. Jan. 17, 2014) (finding a \$250 hourly rate reasonable in Las Vegas); *Marrocco v. Hill*, 291 F.R.D. 586, 589 (D. Nev. 2013) (finding hourly rates between \$375 and \$400 reasonable in Las Vegas); *Conboy v. Wynn Las Vegas, LLC*, No. 2:11-cv-01649-JCM-CWH, 2012 WL 6100313, at \*3 (D. Nev. Dec. 7, 2012) (finding a \$350 hourly rate reasonable in Las Vegas); *Am. Gen. Life Ins. Co. v. Futrell*, No. 2:11-cv-00977-PMP-CWH 2012 WL 5497901, at \*3 (D. Nev. Nov. 13,

2012) (finding hourly rates between \$250 and \$400 reasonable in Las Vegas). For the Las Vegas market, the courts in this district have held that a senior paralegal's hourly rate, working on complex matters such as a copyright infringement case, range from \$75-125.

An attorney's fees award may include paralegal fees. *See Missouri v. Jenkins by Agyei*, 491 U.S. 274, 284 (1989); *see also Agarwal v. Oregon Mut. Ins. Co.*, 2013 WL 5882710, at \*3 (D. Nev. Oct. 30, 2013) (awarding fees for paralegal work). For the Las Vegas market, paralegals are typically paid between \$75 to \$125 per hour. *See Watson v. NCO Fin. Sys., Inc.*, 2015 WL 1959163, at \*2 (D. Nev. Apr. 29, 2015) (finding a \$125 hourly rate to be reasonable); *Tallman v. CPS Sec. (USA), Inc.*, 23 F.Supp.3d 1249, 1260 (D. Nev. 2014) (finding a \$90 hourly rate to be reasonable); *Agarwal*, 2013 WL 5882710, at \*2 (finding a \$75 hourly rate to be reasonable); *Plaza Bank v. Alan Green Family Trust*, 2013 WL 1759580, at \*2 (D. Nev. Apr. 24, 2013) (finding a \$100 hourly rate to be reasonable).

Here, Alpha requests an award for attorneys' fees and costs equal to \$192,995.57.<sup>2</sup> (ECF No. 282 at 2). The Medrala Law Firm, PLLC, represented Alpha from April 2019–April 2020, spending 178.4 hours amongst the attorneys and paralegals working on the case, billing a total of \$48,834.00 in fees. (ECF No. 266 at 5-6). The firm's total costs equaled \$10,876.23. Alpha's (current) lead counsel, Krigel & Krigel, P.C. took over representation in April 2020, and has since spent 379.15 hours amongst its attorneys and paralegals, billing a total of \$111,314.00 in fees. (*Id.* at 6). The firm's total costs equaled \$25,220.95. However, in its reply (ECF No. 282), Alpha notes that it performed additional work and has incurred additional fees from November 17, 2022, up until the time this motion (ECF No. 266) was filed. (*Id.* at 2). This brings Krigel & Krigel's total fees to \$119,654.00 and its costs to \$13,631.34. (*Id.*) The rates charged amongst all firms in this case ranged from \$225 to \$375 per hour for associates and partners/shareholders, and \$75 to \$150 per hour for paralegals. (*See* ECF No. 266).

The rates charged by all firms representing Alpha in this litigation are within the lodestar rate in the community. The time and labor required for the complexity of the contract issues in

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<sup>2</sup> In its reply, Alpha withdraws its request for \$39,639.88 related to the Dobberstein Law Group's work on this case. (ECF No. 282 at 2).

1 this case, the quality of the advocates, addressing opposing litigation strategies, the nature of  
 2 defendants' relationship with counsel, and the result obtained support the award of fees in full.  
 3 The paralegal fees are also within the typical range charged in the Las Vegas market; in this case  
 4 ranging from \$75 to \$105 per hour.

5 Northcon alternatively argues that any award of fees and costs should be reduced to  
 6 exclude all attorney fees and costs incurred on or before October 7, 2022—the date this court  
 7 granted summary judgment in favor of Southwestern and Northcon on Alpha's claims against  
 8 them. (ECF No. 271 at 5). Alpha argues that, where multiple claims are asserted, the court need  
 9 not apportion an award of costs if the claims are so inextricably intertwined that apportionment is  
 10 meaningless. (ECF No. 282 at 8) (citing *Roberts v. WMC Mortg. Corp.*, 173 Fed. App'x 575,  
 11 577 (9th Cir. 2005)).

12 The court agrees with Alpha that there is no reason to apportion the fees in this case.  
 13 This circuit consistently finds that when claims are intertwined, as here, no need exists to  
 14 apportion attorneys' fees. See *JES Solar Co. Ltd. v. Kim*, 2022 WL 1101758, at \*2 (9th Cir.  
 15 2022). Northcon and Southwestern's claims against Alpha and ACIC, and vice-versa, all arose  
 16 out of the same construction project to which all parties were involved.

17 Northcon also argues that Alpha failed to substantiate the reasonableness of its requested  
 18 fees, specifically contending that the fees are duplicative and inefficient. (ECF No. 271 at 6).  
 19 Northcon argues that the time entries, particularly those of Mr. Medrala, lack sufficient detail to  
 20 determine the reasonableness of the fee requested. (*Id.* at 8.) Northcon points out just one  
 21 example of an unreasonable fee, that being Mr. Medrala's time entry reading, "02/23/2019 Draft:  
 22 email to client." (*Id.*)

23 The court is not persuaded. Northcon has failed to show that the fees and expenses are  
 24 unreasonable. Merely pointing out that one email, out of all time entries, lacks sufficient detail  
 25 to determine the reasonableness of the fee requested is unavailing. Therefore, the court finds it  
 26 appropriate to award Alpha an award of attorneys' fees and costs in the amount of \$192,995.57.

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1 **IV. Conclusion**

2 Accordingly,

3 IT IS HEREBY ORDERED, ADJUDGED, and DECREED that Northcon's motions for  
4 reconsideration (ECF Nos. 267; 283) be, and the same hereby are, GRANTED in part, and  
5 DENIED in part.

6 IT IS FURTHER ORDERED that this court's findings of fact and conclusions of law  
7 (ECF No. 264), as well as its judgment (ECF No. 269) be, and the same hereby are, AMENDED,  
8 to reflect that Alpha is entitled to attorneys' fees under the subcontract, but ACIC is not.

9 IT IS FURTHER ORDERED that Southwestern's objection to the form of  
10 judgment (ECF No. 270) be, and the same hereby is, DENIED.

11 IT IS FURTHER ORDERED that Alpha's motion for attorneys' fees (ECF No. 266) be,  
12 and the same hereby is, GRANTED. Alpha shall be awarded \$192,995.57 in costs and fees.

13 IT IS FURTHER ORDERED that ACIC's motion for attorneys' fees (ECF No. 268) be,  
14 and the same hereby is, DENIED.

15 DATED March 20, 2023.

16   
17 UNITED STATES DISTRICT JUDGE  
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